

INTERNATIONAL AGENCY AGREEMENT Nr.

I. CONTRACTING PARTIES

1.1. EUROAGENT S.R.L., Romanian legal person registered in Strada Valea Argesului , no. 6, Bloc M22, sc. 1, et. 5, apt. 34, sector 6, Bucharest 061935 , Romania registered with the Bucharest Trade Register no. ROONRC.J40/8257/2013 , VAT no. RO34156536 , legally represented by Mr. FĂGĂDAR Cristian-Mihai as administrator with contact email admin@euroagent.ltd and euroagentltd@gmail.com , website www.euroagent.ltd , phone +40742.606.937, fax +40317.800.985 called the AGENT hereafter, on one hand, and

1.2. _____ , with registered office in Street _____ no _____ , city _____ , postal code _____ , country _____ , registered with the Trade Registry nr. _____ , VAT nr. _____ , bank account number IBAN _____ , legally represented by _____ with the position of director/shareholder/administrator , email _____ , website _____ hereinafter called the PRINCIPAL on the other hand

have decided in good faith to conclude this agreement with the following terms

II. SUBJECT OF THE CONTRACT

- 2.1. The PRINCIPAL appoints the AGENT as its commercial AGENT within the territory hereafter defined.
- 2.2. The AGENT is committed to promote continuously the products of the PRINCIPAL inside the allocated area.
- 2.3. The AGENT undertakes to provide international agency services for the PRINCIPAL inside the allocated area.
- 2.4. The PRINCIPAL shall have the sole right of credit approval or credit refusal for its clients in the allocated area.

III. TERRITORY LIMITS

- 3.1. The allocated area consists of Romania and Republic of Moldova territories.
- 3.2. The PRINCIPAL shall furthermore keep the AGENT informed just in time of any relevant communication with or for the attention of the customers in the territory.

IV. REMUNERATION AND PAYMENT

- 4.1. The monthly remuneration paid to the AGENT is equal to 1 (one)% from the orders delivered during each month by the Principal in the allocated area , but not less than 1,000 (one thousand) euro.
- 4.2. Remuneration can be changed by addendum agreement during the period of the contract if both parties agreed.
- 4.3. Until the date of 5 of each month the PRINCIPAL will inform the AGENT about the value of the remuneration due for the previous month by a statement signed by the legal representative of the PRINCIPAL.
- 4.4. The AGENT's invoices will be sent by email to PRINCIPAL until the date of 10 of each month.
- 4.5. The AGENT will be paid on the invoice issued by him and shall be made only by bank transfer to his account.
- 4.6. Bill payment will be made before the 15th of each month during the contract.
- 4.7. The AGENT shall have the right but not more than once in any twelve (12) month period to verify by any method the accuracy of remuneration paid by PRINCIPAL hereunder.
- 4.8. If The AGENT undertakes Star Del Credere obligation will be entitled to an extra remuneration of 1 % (one) on all turnover on which the agent has granted a Del Credere.
- 4.9. The monthly remuneration shall cover any and all costs and expenses incurred by the AGENT in fulfilling its obligations under the present agreement.

V. OBLIGATIONS OF THE PARTIES

- 5.1. Terms with customers (price, date of collection, delivery, etc..) are negotiated by the AGENT on behalf and for the exclusive benefit of PRINCIPAL.
- 5.2. The AGENT will inform the PRINCIPAL about the expenditure on each contract negotiated on behalf for their acceptance. The contract will be signed only after acceptance by the PRINCIPAL of these charges.
- 5.3. PRINCIPAL approvals regarding commercial conditions for signing contracts circulate only in written form to the email address of the AGENT.
- 5.4. AGENT manages all PRINCIPAL clients in allocated areas throughout the contract in order to increase the turnover with them.
- 5.5. PRINCIPAL will provide the AGENT free of charge with commercial samples , data, information and all documents necessary to perform its obligations just in time and in compliance with law.
- 5.6. PRINCIPAL undertakes to pay the remuneration established in the amount and terms set on each invoice without protest inside the contract period.
- 5.7. AGENT shall inform the PRINCIPAL every 3 (three) months about its activities in a written report.
- 5.8. The PRINCIPAL's unjustified refusals of orders shall be considered as a breach of the contract by the PRINCIPAL.

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VI. PRIVACY STATEMENT

- 6.1. Each of the Parties shall use all reasonable efforts to keep confidential (and to ensure that its employees and agents keep confidential) all commercial and technical information which it may acquire.
- 6.2. Neither party shall use or disclose any such information except with the consent of the other party.
- 6.3. AGENT undertakes not to engage or to negotiate a commercial activity in conflict with the interests of the PRINCIPAL.

VII. CONTRACT DURATION

- 7.1. The contract is concluded for a period of 1(one) year from the date of signing.
- 7.2. The contract is extended automatically with 1(one) year periods in absence of termination notifications.

VIII. CONDITIONS of MODIFICATION and TERMINATION

- 8.1. In the event of a deadlock , breach , breakdown or other circumstances when a party wishes to terminate or substantially change the structure of the contract will notify the other party only in written notification.
- 8.2. In the event of a breach both parties have a period of maximum 3 (three) months to cure the breach from the date of notification.
- 8.3. For termination a party will notify the other party in written annex in minimum of 3 (three) months before termination date.
- 8.4. At the end of this contract, the PRINCIPAL shall pay all and any remuneration due to the AGENT.
- 8.5. The PRINCIPAL will pay compensation meaning goodwill indemnity to AGENT at the end of agreement.

IX. LITIGATIONS

- 9.1. Council Directive 86/653/EEC of 18 December 1986 shall apply to this agreement .
- 9.2. If a dispute , controversy or claim (including conclusion , interpretation , performance , hardship , breach , termination) arises out of this contract, the Parties shall seek to resolve it on an amicable basis through mediation by arbitration.
- 9.3. Each party may terminate this contract with immediate effect by written notice in case of a substantial breach by the other party of its obligations which could be qualified as willful misconduct .
- 9.4. The Principal undertakes to hold harmless the Agent from any and all costs , losses , damages and liabilities which may occur due to trademarks infringement by the use of the PRINCIPAL's trademarks , trade names or any other symbols by the AGENT.
- 9.5. The statutory deadline for filing a lawsuit for interested parties is 5 (five) years from termination date.
- 9.6. Any dispute arising out of or in connection with the present agreement , including with respect to its conclusion , nullity, interpretation , performance or termination thereof shall be resolved by final arbitration organized by the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania , in accordance with its Arbitration Rules.
- 9.7. Court award shall be final, binding and enforceable.

X. FINAL CLAUSES AND NOTIFICATIONS

- 10.1. Language of correspondence is English.
- 10.2. Contract currency is Euro .
- 10.3. All notifications are considered valid if they are sent to the email addresses from section I.
- 10.4. Communications by email have effect on the next day of their transmission as the date of acceptance by the recipient.
- 10.5. Verbal communications are not considered.
- 10.6. Modification of this contract shall be made only by addendum concluded between the Parties.

XI. SIGNATURES OF THE LEGAL REPRESENTATIVES OF THE PARTIES

- 11.1. This contract is concluded today by correspondence between the parties in two original copies , one for each party , both with the same legal value.

11.2. On behalf of AGENT

11.3. On behalf of PRINCIPAL

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FAGADAR Cristian-Mihai
legal representative/administrator

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legal representative